

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Erica S. Weisgerber (admitted *pro hac vice*)
Elie J. Worenklein
66 Hudson Boulevard
New York, NY 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
nlabovitz@debevoise.com
eweisgerber@debevoise.com
eworenklein@debevoise.com

COLE SCHOTZ P.C.

Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin
Ryan T. Jareck
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: (201) 489-3000
Facsimile: (201) 489-1536
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

In re:
CCA Construction, Inc.,¹

Debtor.



Order Filed on April 29, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No. 24-22548 (CMG)

Chapter 11

DATED: April 29, 2025

**Honorable Christine M. Gravelle
United States Bankruptcy Judge**

¹ The last four digits of CCA's federal tax identification number are 486 of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ



(Page | 2)

Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Stipulation and Consent Order by and Between the Debtor and Morristown Southgate, LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code

**STIPULATION AND CONSENT ORDER BY AND BETWEEN
THE DEBTOR AND MORRISTOWN SOUTHGATE, LLC EXTENDING THE
DEADLINE TO ASSUME OR REJECT A CERTAIN NONRESIDENTIAL REAL
PROPERTY LEASE UNDER SECTION 365(D)(4) OF THE BANKRUPTCY CODE**

The relief set forth on the following pages, numbered three (3) through five (5),
is **ORDERED**.

(Page | 3)

Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Stipulation and Consent Order by and Between the Debtor and Morristown Southgate, LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code

This Stipulation of Settlement and Consent Order (the “**Stipulation**”) is entered into as of this 21st day of April by and between CCA Construction, Inc. as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**” or “**CCA**”) and Morristown Southgate, LLC (the “**Lessor**,” and, together with the Debtor, the “**Parties**”) who together hereby stipulate and agree as follows:

RECITALS

WHEREAS, on December 22, 2024, CCA filed a voluntary petition for relief under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of New Jersey.

WHEREAS, CCA is party to a prepetition lease for nonresidential real property with Lessor regarding nonresidential real property located at 445 South Street, Suite 310, Morristown, New Jersey (the “**Lease**”).

WHEREAS, CCA and Lessor have mutually agreed to extend the deadline under section 365(d)(4) of the Bankruptcy Code (the “**365(d)(4) Deadline**”) with respect to the Lease through and including December 22, 2025 (the “**Extended Deadline**”).

WHEREAS, the Parties desire to memorialize their agreement in this Stipulation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS

1. The Debtor’s 365(d)(4) Deadline with respect to the Lease is extended through and including the Extended Deadline; *provided* that if the Debtor files a motion to assume or reject the

(Page | 4)

Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Stipulation and Consent Order by and Between the Debtor and Morristown Southgate, LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code

Lease prior to or on such date, the Debtor's 365(d)(4) Deadline with respect to the Lease shall be deemed extended through and including the date that the Court enters an order granting or denying such motion; *provided further* that the Debtor authorizes the Lessor to deduct from the Debtor's rental prepayments amounts due and owing for obligations that have accrued and that will continue to accrue postpetition under the Lease as those amounts become due until such time as the Debtor assumes, assigns, or rejects the Lease.

2. The extension of time granted pursuant to this Stipulation is without prejudice to the Debtor's rights pursuant to section 365 of the Bankruptcy Code to (a) seek further extensions of the 365(d)(4) Deadline with respect to the Lease or any other executory contract or unexpired lease or (b) seek to assume, reject, or assume and assign the Lease at any time prior to the Extended Deadline.

3. This Stipulation constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, no further consent of the Lessor shall be required to extend the 365(d)(4) Deadline with respect to the Lease through and including the Extended Deadline, and the Lessor specifically acknowledges and agrees that this Stipulation does not constitute the Debtor's assumption of the Lease under the Bankruptcy Code or affect or diminish in any way the Debtor's rights under section 365 of the Bankruptcy Code.

4. Nothing contained in this Stipulation or any actions taken by the Debtor pursuant to relief granted herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtor or any entity affiliated therewith; (b) a waiver of the Debtor's rights to dispute any particular claim on any grounds; (c) a promise or requirement

(Page | 5)

Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Stipulation and Consent Order by and Between the Debtor and Morristown Southgate, LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code

to pay any particular claim; (d) an admission by the Debtor that any contract or lease, including the Lease, is executory or unexpired, as applicable; (e) a waiver or limitation of the Debtor's rights under the Bankruptcy Code or any other applicable law, including the Debtor's right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Lease

5. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

6. The Parties acknowledge that this Stipulation is the joint work product of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn against any Party on the basis of authorship of this Stipulation.

7. Each Party represents and warrants to the other that it has the power and authority to enter into this Stipulation. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party and that each such Party has full knowledge of, and has consented to, this Stipulation.

8. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon approval by the Court.

9. The Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this Stipulation as of the date first set forth below.

Dated: April 21, 2025

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota

Warren A. Usatine

Ryan T. Jareck

Felice R. Yudkin

Court Plaza North, 25 Main Street

Hackensack, NJ 07601

Telephone: (201) 489-3000

Facsimile: (201) 489-1536

msirota@coleschotz.com

wusatine@coleschotz.com

rjareck@coleschotz.com

fyudkin@coleschotz.com

/s/ Shella Borovinskaya

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

Shella Borovinskaya

(NJ Id. No. 362512021)

1000 North King Street

Wilmington, DE 19801

Telephone: (302) 571-6600

sborovinskaya@ycst.com

Counsel to the Lessor

-and-

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)

Erica S. Weisgerber (admitted *pro hac vice*)

Elie J. Worenklein

66 Hudson Boulevard

New York, NY 10001

Telephone: (212) 909-6000

Facsimile: (212) 909-6836

nlabovitz@debevoise.com

eweisgerber@debevoise.com

eworenklein@debevoise.com

Co-Counsel for the Debtor and Debtor in Possession